

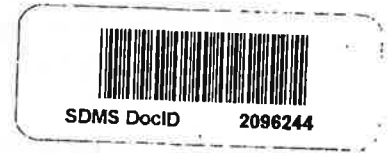
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February 8, 2008

Ms. Joan Martin-Banks (3HS62)
U. S. Environmental Protection Agency, Region III
1650 Arch Street
Philadelphia, PA 19103 -2029



Re: Required Submission of Information
Chem Fab Corporation Site, Doylestown, Bucks County, PA

Dear Ms. Martin-Banks:

This is in response to your January 16, 2008 request for information sent to NRM Investment Company ("NRMI") under authority of Section 104(e) of the Comprehensive Environmental Response, Compensation and Liability Act.

Preliminary Statement

At the outset, I want to bring to your attention that I on behalf of NRMI participated with Dale Brinkman in responding to your 104(e) letter of May 9, 2007 addressed to Worthington Industries. See paragraph 14 on page 9 of Mr. Brinkman's response to you of July 27, 2007. Your letter to Worthington asked for substantially the same information as the letter to me. Accordingly this response adds little to what you already have.

The subject of EPA's request is waste generated by a facility in Malvern, Pa. between 1965 and 1999 ("Relevant Period") and specifically, the request seeks any information indicating a nexus between waste from the Malvern Plant and a site in Doylestown, Pa. identified as Chem-Fab. As explained in more detail in the following paragraphs, NRMI purchased the Malvern facility (a steel rolling and fabricating factory) in May 1974 from Bundy Corporation and sold it to NRM-Del in August 1979 which in turn sold it to a Worthington subsidiary in 1984. At the time of its sale, NRMI changed its charter to become a regulated investment

company and has been doing business as such since then. It has not had possession of any of the factory's books and records since the sale to the subsidiary.

Worthington had previously provided information concerning the operations, waste handling and disposal from the Malvern Plant in the context of 104(e) requests relative to other sites. Since these responses provide, in substantial part, the responsive information required by EPA's current request to NRMI, EPA is invited to study these prior responses. You have these as attachments to Mr. Brinkman's July 27, 2007 letter. They are:

(1) Response of April 13, 1987 addressed to Ms. Debbie Craig, Region II in reference to the Gloucester Environmental Management Services site.

(2) Response of August 8, 1988 addressed to Ms. Suzanne Pillings, Region III in reference to the Boarhead Farms Site.

(3) Response of July 2, 1993 addressed to Ms. Joan E. Martin-Banks, Region III also in reference to the Boarhead Farms Site.

(4) Response of July 14, 1993 addressed to Ms. Joan E. Martin-Banks, Region III also in reference to the Boarhead Farms Site.

(5) Response of January 22, 1996 addressed to Mr. Eric Hallberg, Region III also in reference to the Boarhead Farms Site.

During the Relevant Period, the ownership history of the Malvern plant was as follows:

(1) Bundy Corporation, a Michigan corporation from the beginning of the Relevant Period until May 31, 1974. Bundy merged into TI Group Automotive Systems, LLC, a Delaware limited liability company with its principal place of business in Warren, MI, on June 25, 2001.

(2) By agreement dated April 24, 1974 and effective May 31, 1974 National Rolling Mills Co., a Pennsylvania corporation (hereafter "NRM-PA") acquired the plant assets from Bundy and operated the Malvern facility until August 31, 1979 when it sold its assets to CM-National Rolling Mills, Inc. a Delaware Corporation (hereafter "NRM-DEL"). NRM PA invested the sale proceeds and, as explained

above, changed its charter and name to become a regulated investment company. It now does solely investment company business as NRM Investment Company in Rosemont, Pa.

(3) The sale to NRM-DEL was accomplished by an agreement dated April 12, 1978 and effective August 31, 1979. The core operation of NRM-PA continued under NRM-DEL with many of the same shareholders and personnel until NRM-DEL sold its assets to Worthington Industries, Inc..

(4) Pursuant to an agreement as of February 15, 1984, Worthington Steel Company of Pennsylvania took title to the Malvern plant and immediately changed its name to National Rolling Mills, Incorporated, an Ohio corporation (hereafter "NRM Ohio") and continued in the same business to the end of the Relevant Period.

I understand Worthington or its NRM-Ohio subsidiary retains some records regarding the plant's operations during parts of the Relevant Period and has obtained information from individuals employed during parts of the Relevant Period and third parties as disclosed in Worthington's response which this letter incorporates. Like Worthington, since NRMI did not operate the Malvern plant during the whole of the Relevant Period it cannot be certain that the records and information furnished below is in all respects complete. However, the information furnished below is accurate to the best of my knowledge and belief.

In response to the following questions, NRMI limits its answer to the National Rolling Mills operations for which DeRewal or Jonas or both (or their entities) were alleged waste haulers, all other operations being wholly unrelated to Chem-Fab.

NRMI notes at the outset that EPA's request to Worthington was accompanied by account receivable ledgers, general ledgers (sometimes called a "grid"), site code and material code identification pages, and a 1976 summary. Worthington added an additional summary sheet for 1976. Worthington noted too that the grid, and site and material codes at the most infer that for one year overlapping the Bundy and NRMI's operation, waste acid was recycled at Malvern. As you may be aware, there has been extensive discovery through depositions of the drivers for the waste haulers in the context of the Boarhead litigation, Agere Systems, Inc., et al. v. Advanced Environmental Technology

Corporation, et al. - Eastern District of Pennsylvania. None of the drivers deposed in the Boarhead litigation has testified to taking NRM waste to Doylestown and no documents produced (other than the ones you have and sent to Worthington) identify Doylestown as a destination.

Responses to Questions

1. What is the current nature of your business or activity? What was the nature of your business or activity during the period 1965 to 1999? Please describe in detail if the nature of your business or activity changed from the period 1965 to 1999. Please provide a detailed explanation of these changes.

Response: This question is fully answered in the prior narrative. Note that Worthington closed its Malvern plant in September 2002 at which time National Rolling Mills ceased operations. In addition to the foregoing, NRMI incorporates the response to Question 1 of the July 2, 1993 request for information. The operations therein described continued throughout the Relevant Period and until the plant closing. A pertinent change in operations during the Relevant Period was the installation of an acid reclamation system in the early 1970s which reduced the volume and the acid concentration in NRM's pickle liquor waste.

2. EPA has obtained information during the course of its investigation indicating that you may have produced waste, which was, disposed of at the Site, and/or disposed of waste at the Site referenced in this letter. Please provide the following information regarding all wastes and by-products produced by you during the period 1965 to 1999:
 - a. The nature of each "waste" (as the term "waste" is defined in paragraph 6 of the definitions attached hereto) used including its chemical content, characteristics and physical state (i.e., liquid, solid, gas, or in the form of contaminated rags, cups, containers, scrap metal). Provide chemical analyses and Material Safety Data Sheets ("MSDS"). If these analyses are not available for the period 1965 through 1999, submit analyses for the time period closest to these dates and describe, in detail, any changes in the process(es) in which these wastes were produced that would affect the chemical analyses;
 - b. The annual quantity of each "waste" used or generated;

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Response: NRM incorporates the response to questions 2 and 3 of the July 2, 1993 request for information, and the laboratory analyses enclosed therewith.

- c. The process(es) in which each "waste" was used or the process(es) that generated each;

Response: The pertinent waste-producing process was NRM's pickling operation using hydrochloric acid to remove ferric oxide scales from coils. It was to remove waste from this process that National Rolling Mills employed Marvin Jonas. Based upon discovery in Boarhead litigation, Jonas delegated to DeRewal to accomplish the hauling since DeRewal had suitable hauling equipment.

- d. The types of containers used to treat, store or dispose of each "waste"; and

Response: NRM stored ferric chloride in above ground tanks in Malvern Pa. DeRewal and/or Jonas removed it with the use of 4,000, 4,500 or 5,000 gallon tankers.

- e. The method of treatment and/or disposal of each "waste."

Response: During the 1970s, NRM developed a reclamation process to recover hydrochloric acid for reuse during the pickling operation. When the reclaimed acid became too weak for use it was removed by DeRewal and/or Jonas as described above.

3. Provide the names, titles, areas of responsibility, addresses and telephone numbers of all persons, including your own, who during the period 1965 to 1999, may have:

- a. Disposed of or treated "waste" at the Site;
- b. Arranged for the disposal or treatment of "waste" at the Site; or
- c. Arranged for the transportation of "waste" to the Site (either directly or through transshipment points) for disposal or treatment.

Response: Except for the response at 2(e), the undersigned has no knowledge of any treatment, disposal or transportation of any NRM waste at or to the Site. Certain Jonas bills of lading produced during the Boarhead litigation show the destination of NRM's pickle liquor waste to be Sewell, N.J. These are badly reproduced. I believe EPA has these (see response to 5 and 6 d. immediately below); however if you want copies, please let me know.

4. Describe the methods used by you to dispose of and/or treat "waste" during the period 1965 to 1999.

Response: See the response to question 2.

5. If your response to Question 4 includes the contracting of a hauler or transporter to transport and/or dispose of wastes, explain the arrangements for those transactions and provide documentation that confirms the nature of those transactions.

Response: During part of the Relevant Period, NRM employed Marvin Jonas, or Jonas Waste Removal, or Marvin Jonas, Inc. to remove spent pickle liquor from NRM's Malvern plant. The undersigned is informed as a result of discovery in the Boarhead litigation that Jonas delegated portions of hauling contracts to Manfred DeRewal, or DeRewal Chemical Co. Inc. Documentation respecting employment of Jonas is in the responses of August 13, 1987, August 8, 1988, and July 14, 1993.

6. Did you make arrangements with any of the following companies or individuals to transport and/or dispose of wastes? Manfred De Rewal, Echo Corporation, Revere Chemical Company, Revere Chemical Transport, De Rewal Chemical Company, Inc., Boarhead Corporation, East Falls Corporation, Advanced Environmental Technology Corporation ("AETC"), the Envirotech Company, Environmental Chemical Control, Inc., Jonas Waste Removal, Marvin Jonas, Inc., Marvin Jonas, Simon Wrecking, Simon Resources Inc., Sam Simon, Chem Fab Corporation, Hans Richard Becker, Gulbrandsen Co., Chemical Leaman Tank Lines Inc., Coastal Tank Lines Inc., Macs Associates, and Matlack Transportation Co.

Response: Yes

If so, identify:

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- a. The persons with whom you, or such other persons, made such arrangements;

Response: See response to question 5.

- b. Every date on which such arrangements took place;

Response: NRMI does not have the information to answer this question. However, see the documents attached to Worthington's August 13, 1987, August 8, 1988 and July 14, 1993 responses to the EPA, all of which are incorporated herein by reference.

- c. For each transaction, the nature and quantity of the "waste" including the chemical content, characteristics, physical state (i.e., liquid, solid), and the process for which the substance was used or the process that generated the substance;

Response: NRMI does not have the information to answer this question. However, see the documents attached to Worthington's August 13, 1987, August 8, 1988 and July 14, 1993 responses to the EPA, all of which are incorporated herein by reference. See also depository in the Boarhead litigation showing that plaintiffs engaged Jurgen H., Exner, Ph.D. to prepare a report regarding NRM waste and see his related deposition testimony.

- d. Precise locations at which each "waste" was disposed or treated;

Response: NRMI does not have complete information to respond to this question. However, according to discovery in the Boarhead litigation, NRM's waste was transported to DeRewal's leased locations referred to generally as Ontario Street and Wyomissing Street in Philadelphia, Pennsylvania. There is additional testimony that some waste was disposed of at unregulated landfills, other than the Site. The documents attached to Worthington's August 13, 1987, August 8, 1988 and July 14, 1993 responses to the EPA show that the waste was consigned to Sewell, New Jersey. Note the comment at the outset regarding recycling at Malvern.

- e. The persons who selected the Site as the place at which "waste" was disposed or treated;

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Response: NRMI does not know of any person who selected the Site to dispose of the waste. NRMI did not select the Site to dispose of the waste.

- f. The final disposition of each of the "wastes" involved in such transactions; and

Response: NRMI does not know the final disposition of waste other than as explained in "d."

- g. The names of employees, officers, owners and agents for each transporter.

Response: NRMI has learned from discovery in the Boarhead litigation that the following individuals were agents of DeRewal during the 1970s:

John Barsum, Driver
[REDACTED]

Karen Castillo, Driver
[REDACTED]

Manfred DeRewal, Sr., President/CEO of DeRewal Chemical Co.
[REDACTED]

Bruce DeRewal, Driver
[REDACTED]

Elaine Gawronski, Part-Time Bookkeeper
[REDACTED]

John Bean, Driver
[REDACTED]

Linda Cochran, Secretary
[REDACTED]

Jeffrey Shaak, Driver
[REDACTED]

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June Stevens, Driver
[REDACTED]

Manfred DeRewal, Jr., Driver
[REDACTED]

Karen Porter, Driver
[REDACTED]

Marion Chance, Secretary to Marvin Jonas
[REDACTED]

7. For each and every instance in which you arranged for disposal or treatment of "waste" at the Site, identify:
- The characteristics, physical state (i.e., liquid, solid) and chemical composition of each "waste";
 - The persons who supplied you with "waste" material disposed or otherwise handled by you;
 - How such "wastes" were used, treated, transported, disposed or otherwise handled by you;
 - When and where such "wastes" were used, treated, transported, disposed or otherwise handled by you;
 - The quantity (number of loads, gallons, drums) of the "wastes" which were used, treated, transported, disposed or otherwise handled by you; and
 - Any billing information and documents (invoices, trip tickets, manifests) in your possession regarding arrangements made with you to generate, treat, store, transport or dispose of "wastes" at the Site.

Response: NRMI never arranged for disposal or treatment of waste at the Site.

8. Provide the names, titles and areas of responsibility of any persons, including all present and former employees, who may be knowledgeable of your waste disposal practices, whether or not involving disposal at the Site, during the period 1965 to 1999. Include current addresses and dates of birth for former employees.

Response: Frederick Chesky, Foreman of Z-mills and General Production

[REDACTED]ia

Peter G. Freda, Engineer

[REDACTED]

Santo F. Quici, Purchasing Department

[REDACTED]

Michael J. Civitello, Plant Manager

[REDACTED]

Fred Piotti, Sr., Pickle Line Forman

[REDACTED]

Merrill Winters, Plant Supervisor

[REDACTED]

The above individuals worked part of the times during the Relevant Period. NRMI does not know of other people with pertinent knowledge.

9. Describe any permits' or applications and any correspondence between you and any regulatory agencies regarding "wastes" transported to or disposed of at the Site.

Response: NRMI has no information regarding this question.

10. Provide copies of any correspondence between you and any third party regarding "wastes" transported to or disposed of at the Site.

Response: NRMI has no information regarding this question.

11. Provide the identity of, and copies of any documents relating to, any other person who generated, treated, stored, transported or disposed, or who arranged for the treatment, storage, disposal or transportation of such "wastes" to the Site.

Response: NRMI has no information regarding this question. See the documents attached to Worthington's response to request for information of August 13, 1987, August 8, 1988, July 2, 1993 and July 14, 1993.

12. Provide the identities of all predecessors in interest who, during the period 1965 to 1999, transported, stored, treated or otherwise disposed of any "wastes" at the Site and describe in detail the nature of your predecessor in interest's business. Describe all changes in ownership from 1965 to the present, including the date of the ownership change and identify the type of change (i-e., asset purchase, corporate merger, consolidation, and name change). Provide a copy of each asset purchase and merger agreement.

Response: See the above preliminary statement and agreements attached to Worthington's response of July 2, 1993 to the EPA's request for information regarding changes of ownership. NRMI has no knowledge of anyone who at anytime disposed of waste at the Site.

13. Provide the name, title, address, and telephone number of the person answering these questions on behalf of the respondent.

Edward Fackenthal, Esq.
Law Office of Edward Fackenthal
One Montgomery Plaza, Suite 209
Norristown, PA 19401

14. For each question, provide the name, title, area of responsibility, current address and telephone number of all persons consulted in the preparation of the answers.

Response: See materials incorporated in this response. See the foregoing statement respecting the use of the text of the Worthington response of July 27, 2007 whose work included that of:

Joseph D. Lonardo, Esq.
Vorys, Sater, Seymour and Pease LLP
1828 L Street, N.W., 11th Floor
Washington, D.C. 20036-5109

Dale T. Brinkman, Esq.
Vice President-Administration, General Counsel and Secretary
Worthington Industries, Inc.
200 Old Wilson Bridge Road
Columbus, OH 43085

15. If you have reason to believe that there may be persons able to provide more detailed or complete responses to any question contained herein or who may be able to provide additional responsive documents, provide the names, titles, areas of responsibility, current addresses, and telephone numbers of such persons and describe the additional information or documents they may have.

Response: The drivers and other individuals named in response to question 6 g and the expert in the Boarhead litigation identified in 6 c.

16. For each and every question contained herein, if information or documents responsive to this Information Request are not in your possession, custody or control, then provide the names, titles, areas of responsibility, current addresses and telephone numbers of the persons from whom such information or documents may be obtained.

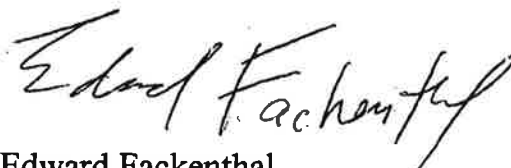
Response: Other than Worthington, NRMI has no knowledge of others who would have such information.

17. If you have any information about other parties who may have information which may assist the Agency in its investigation of the Site or who may be responsible for the generation of, transportation to or release of contamination at the Site, please provide such information. The information you provide in response to this request should include each party's name, address, type of business and the reasons why you believe the party may have contributed to the contamination at the Site or may have information regarding the Site.

Response: See the answer to 15. NRMI further refers the EPA to the considerable discovery and pleadings in association with the Boarhead litigation, Agere Systems, Inc., et al. v. Advanced Environmental Technology Corporation, et al. - Eastern District of Pennsylvania, NO. 02-3830.

The undersigned hereby provides responses to the CERCLA Section 104(e) request relating to the Chem Fab Site based upon information available for the operations of the Malvern Plant.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Edward Fackenthal".

Edward Fackenthal
Assistant Secretary and Counsel
NRM Investment Company
One Montgomery Plaza, Ste. 209
Norristown, PA 19401



BOOTH & TUCKER, LLP
Attorneys at Law

June 6, 2008



SDMS DocID

2098129

VIA HAND DELIVERY

Joan Martin-Banks
Civil Investigator
United States Environmental Protection Agency
1650 Arch Street
Philadelphia, PA 19103-2029

Re: **Chem Fab Corporation Site, Doylestown, Bucks County, PA**

Dear Ms. Banks:

As we discussed, I have enclosed copies of the 104(e) responses of Carpenter Technology Corporation which were produced in connection with Boarhead Farms Superfund Site. Upon your review of the enclosed, please let me know if you require any further information.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Christopher R. Booth, Jr.'.

Christopher R. Booth, Jr.

Encl.



CARPENTER

Carpenter Technology Corporation
1047 North Park Road
Wyomissing, PA 19610-1339

Tel: 610.208.2000

May 9, 2003

VIA OVERNIGHT MAIL

Lynn Wright, Esquire
Edwards & Angell
750 Lexington Avenue
New York, NY 10022

Re: Boarhead Farms

Dear Lynn:

Pursuant to your e-mail to Dave, enclosed are Carpenter's 1988 and 1996 responses to the EPA.

Please let me know if you need anything else.

Very truly yours,

WENDY K. PULASKI
Legal Administrator

WKP:dls

Enclosure

23331/001D

"Carpenter

104(e)

Responses -

1988 & 1996

X-2007

January 21, 2000

CERTIFIED MAIL

Ms. Sarah Keating
Assistant Regional Counsel
U.S. Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 19103-2029

Re: Boarhead Farms Superfund Site

Dear Ms. Keating:

Pursuant to your letter dated January 18, 2000, I am enclosing Carpenter Technology Corporation's July 12, 1988, and February 14, 1996, response to the EPA.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

DAVID A. CHRISTIANSEN
Associate General Counsel
and Assistant Secretary

DAC:kl

Enclosures

cc: S. McGowan
M. Balla

February 14, 1996

VIA U.P.S. OVERNIGHT

Eric L. Hallberg (3HW11)
U.S. Environmental Protection Agency
841 Chestnut Building
Philadelphia, PA 19107

RE: Boarhead Farms Site, Bridgeton Township

Dear Mr. Hallberg:

This is in response to your letter of November 8, 1995 to Mr. Daniel K. Rothermel. For your information and records, Mr. Rothermel is no longer employed by Carpenter Technology. The response is being submitted this date pursuant to an extension of time granted on December 11, 1995 and on January 5, 1996 (extension to February 14, 1996).

I have caused a search of available records to be made, and have had certain company personnel interviewed, in order to respond to the questions contained in the letter referred to above. This information is being voluntarily submitted pursuant to the EPA's request under Section 104(e) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. Section 9604(e).

The information and documents submitted herein are confidential and should be given the full protection available pursuant to 40 C.F.R. §2.203(b), as well as the full protection available under all other applicable laws and regulations. This information should not be disclosed to any third parties as disclosure of such information could result in substantial competitive harm.

Pursuant to this request for information, Carpenter Technology Corporation ("Carpenter") provides the following information. Additional information can be found in Carpenter's answers, dated July 12, 1988 ("Boarhead Farms Answers"), to Environmental Protection Agency's June 10, 1988 Request for Information on the Boarhead Farms Site and Carpenter's answers ("Revere Chemical Answers"), dated April 28, 1986 to the EPA's 1986 Request for Information on the Revere Chemical Site, dated April 7, 1986.

Eric L. Hallberg
February 14, 1996
Page 2

Responses to your numbered questions are as follows:

1. Carpenter is a manufacturer of specialty steel products. This was also Carpenter's business during the period 1969 - 1977.
2. A search of company records indicates that the four largest waste streams generated during 1969 - 1977 were waste pickling acids, "grindings", steel slag, and refractory brick. Acid cleaning (pickling) was and is used at Carpenter to remove metallic oxides ("scale") and dirt from bars and wire coils. At Carpenter, pickling is done by immersing the steel in baths of acid. "Grindings" are wastes generated during surface reconditioning of steel, i.e. grinding billets to remove cracks and scale prior to hot rolling the steel. Steel slag is generated during melting operations. The slag helps retain heat during melting operations and also helps to purify the steel. Refractory brick is used in ladles, melting vessels, pre-heat and heat treating furnaces. The brick serves to insulate the furnaces and, in vessels containing molten steel, prevents the metallic vessels from being melted by the liquid steel.
3. Carpenter has no records or knowledge that indicate, nor reason to believe, that any substances generated, transported, treated, stored or disposed of by Carpenter were, or may have been, disposed at the Boarhead Farms Site. The foregoing notwithstanding, Carpenter responds as follows: Jim Adams held the position of "Utilities and Services Manager" from 1971 - 1977.
4. Carpenter has no records or knowledge that indicate, nor reason to believe, that any substances generated, transported, treated, stored or disposed of by Carpenter were, or may have been, disposed at the Boarhead Farms Site. The foregoing notwithstanding, Carpenter responds as follows: a search of company records indicates that during 1969 - 1977, grindings, slag, and refractory brick were landfilled on-site. During 1969 - 1977, most waste pickle liquors were shipped off-site in tanker trucks for disposal. Some of the pickle liquors may have been disposed of at Carpenter's on-site wastewater treatment plant.
5. Carpenter has no records or knowledge that indicate, nor reason to believe, that any substances generated, transported, treated, stored or disposed of by Carpenter were, or may have been, disposed at the Boarhead Farms Site. The foregoing notwithstanding, Carpenter responds as follows: see Revere Chemical Answers and Boarhead Farms Answers.

Eric L. Hallberg
February 14, 1996
Page 3

6. Carpenter has no records or knowledge that indicate, nor reason to believe, that any substances generated, transported, treated, stored or disposed of by Carpenter were, or may have been, disposed at the Boarhead Farms Site. The foregoing notwithstanding, Carpenter responds as follows: see Revere Chemical Answers and Boarhead Farms Answers.
7. Carpenter has no records or knowledge that indicate, nor reason to believe, that any substances generated, transported, treated, stored or disposed of by Carpenter were, or may have been, disposed at the Boarhead Farms Site. The foregoing notwithstanding, Carpenter responds as follows: see Revere Chemical Answers and Boarhead Farms Answers.
8. Carpenter has no records or knowledge that indicate, nor reason to believe, that any substances generated, transported, treated, stored or disposed of by Carpenter were, or may have been, disposed at the Boarhead Farms Site. The foregoing notwithstanding, Carpenter responds as follows: see Revere Chemical Answers and Boarhead Farms Answers.
9. Carpenter objects to this question as being overly broad and burdensome. The foregoing notwithstanding, Carpenter responds as follows: the following individuals may have arranged for the removal or disposal of wastes during 1971 - 1977: Dick Cheri, current Carpenter Technology employee, telephone 610-208-2679; Dave Mann, Environmental Engineer, address unknown; Jim Adams, Utilities and Services Manager, 3340 Stone Avenue, Reading, PA 19606.
10. Carpenter has no records or knowledge that indicate, nor reason to believe, that any substances generated, transported, treated, stored or disposed of by Carpenter were, or may have been, disposed at the Boarhead Farms Site.
11. John R. Welty
Vice President, General Counsel and Secretary
Carpenter Technology Corporation
101 West Bern Street
Reading, PA 19601
(610) 208-2673

Eric L. Hallberg
February 14, 1996
Page 4

12. None.

Nothing contained herein shall be deemed an admission by Carpenter nor a waiver of any rights available to Carpenter.

In conclusion, I emphasize that Carpenter has no records or knowledge, nor reason to believe, that any hazardous substances generated, transported, stored or disposed of by Carpenter were, or may have been disposed of at the Boarhead Farms Site.

Very truly yours,

JOHN R. WELTY
Vice President,
General Counsel and Secretary

JRW:cln

CARPENTER TECHNOLOGY CORPORATION
READING, PENNSYLVANIA

cc: R. R. Roedel
P. W. Brass
J. L. Henninger



April 28, 1986

CERTIFIED MAIL - R.R.R.

Ms. Paula Lubrosky
CERCLA
Remedial Enforcement Section (3HW12)
U.S. Environmental Protection Agency
841 Chestnut Building
Philadelphia, PA 19107

Re: Revere Chemical Site, PA
Nockamixon Township, Bucks County

Dear Ms. Lubrosky:

This letter is in response to Bruce Smith's letter of April 7, 1986 (received April 15, 1986) to Mr. Paul Roedel. It is being submitted this date pursuant to an extension of time granted by Kermit Rader, Project Attorney, on April 25, 1986.

I have caused a search of available records to be made and have had certain company personnel interviewed in order to respond to the questions contained in the letter referred to above. This information is being voluntarily submitted to the EPA pursuant to EPA's request under 42 U.S.C. §69.27(a) and 42 U.S.C. §9604(e).

The information and documents submitted herein are confidential and should be given the full protection available pursuant to 40 U.S.C §2.203, as well as the full protection available under all other applicable laws and regulations. This information should not be disclosed to any third parties as disclosure of such information could result in substantial competitive harm.

Responses to your numbered questions are as follows:

1. Carpenter Technology Corporation's ("Company") records indicate that it utilized the services of East Falls Corporation and Revere Chemical Transport, Inc. to remove 104 tank truck

Ms. Paula Lubrosky
April 28, 1986
Page 2

loads containing approximately 4,000 gallons per load of hydrochloric waste acid solution from Company's plant in Reading, Pennsylvania. Company's records indicate that the substances were to be removed to the Revere Chemical plant in Revere, PA, for reprocessing. Company has no knowledge of what quantity of substances, if any, may have been actually delivered to or disposed of at the Revere Chemical site.

2. Company's records indicate that it utilized the services of East Falls Corporation and Revere Chemical Transport, Inc. for a period between July, 1969 through November, 1969. Company has no knowledge of what quantity of substances, if any, may have been actually delivered to or disposed of at the Revere Chemical site.

3. Company's records indicate that the substance would have been removed in bulk liquid form by tank truck. Company has no knowledge of the manner in which any substance may have been ultimately stored or disposed of by Revere or East Falls at the Revere Chemical site.

4. Company has not been able to locate any correspondence between itself and any regulatory agencies regarding any of its substances which may have been disposed of at the Revere Chemical site.

5. Company has not been able to locate any correspondence between itself and any third parties regarding any of its substances which may have been disposed of at the Revere Chemical site, other than those documents which are being voluntarily submitted pursuant to EPA's request and which are attached hereto.

6. Company's records in a handwritten notation on a memorandum indicate that U.S. Steel, Fairless, PA, wanted to use East Falls to dispose of material, however, there is no information in Company's records indicating that U.S. Steel did in fact use East Falls or dispose of material at the Revere Chemical site. No further information relating to other persons regarding Revere Chemical site has been located by Company at this time.

7. Company does not have and has never had any deeds, rights-of-way, leases or other real interests in the Revere Chemical site.

Attached are copies of company's records which we believe to be relevant to EPA's request regarding the Revere Chemical site. Fifty-five pages of documents are being submitted and they are numbered for the purpose of identification only. To the extent

Ms. Paula Lubrosky
April 28, 1986
Page 3

that the documents contained information believed to be not relevant to East Falls or Revere, that information has been deleted. Copies of the documents are presently in the custody of company's Law Department. Nothing contained herein shall be deemed an admission by company nor a waiver of any rights available to company.

Very truly yours,

JDKR

D. K. ROTHERMEL
Vice President,
General Counsel and Secretary

DKR/jvk6
S120
Enclosures

cc: Bruce P. Smith, Chief
Hazardous Waste Enforcement Branch
U.S. Environmental Protection Agency

Kermit Rader, Esquire
Project Attorney
U.S. Environmental Protection Agency

CARPENTER TECHNOLOGY CORPORATION

READING, PENNSYLVANIA



cc: P. R. Roedel
A. J. Lena
D. C. Bristol
J. A. Schuler
F. M. Davis, Jr.
T. A. Dickerson (w/enc.)

July 12, 1988

CERTIFIED - R.R.R.

Ms. Susanne Billings
U.S. Environmental Protection Agency, Region III
P.A. CERCLA Remedial Enforcement Section (3HW12)
841 Chestnut Building, Sixth Floor
Philadelphia, PA 19107

Re: Boarhead Farms Site, Bridgeton Township
Bucks County, PA

Dear Ms. Billings:

This is in response to Mr. Bruce P. Smith's letter of June 10, 1988 to Mr. Jeffrey Henninger. It is being submitted this date pursuant to an extension of time granted by you on June 15, 1988.

I have caused a search of available records to be made, and have had certain company personnel interviewed, in order to respond to the questions contained in the letter referred to above. This information is being voluntarily submitted pursuant to the EPA's request under Section 3007(a) of the Resource Conservation and Recovery Act ("RCRA"), 42 USC §6927(a) and Section 104(e) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 USC §604(e).

The information and documents submitted herein are confidential and should be given the full protection available pursuant to 40 USC §2.203, as well as the full protection available under all other applicable laws and regulations. This information should not be disclosed to any third parties as disclosure of such information could result in substantial competitive harm.

Responses to your numbered questions are as follows:

1. The company has no records or knowledge that indicate, nor reason to believe, that any hazardous substances generated, transported, treated, stored, or disposed of

Ms. Susanne Billings
July 12, 1988
Page 2

by Carpenter were, or may have been, disposed at the Boarhead Farms Site.

2. Not applicable; see response No. 1.
3. Not applicable; see response No. 1.
4. Not applicable; see response No. 1.
5. Not applicable; see response No. 1.
6. Not applicable; see response No. 1.
7. Not applicable; see response No. 1.
8. The company does not have, and has never had, any deeds, rights of way, leases, or other real estate interests in the Boarhead Farms Site.
9. Carpenter Technology Corporation, directly or through its predecessor, The Carpenter Steel Company, has owned and operated the Carpenter Technology, Reading, Pennsylvania facilities at all times relevant hereto. The property comprising its Reading, Pennsylvania facility was acquired over a period of many years and copies of the voluminous deeds involved have not been included with this response.
10. Attached are copies of Carpenter Records relating to transactions or contacts between Carpenter and Manfred DeRewal, Revere Chemical Company, Environmental Chemical Control Company, DeRewal Chemical Company, Advanced Environmental Technology Corp. (AETC), Envirotech Company and Modern Disposal. In addition to the enclosed records, your attention is directed to Carpenter's response to the United States Environmental Protection Agency's Request for Information related to the Revere Chemical Site, Nockamixon Township, Bucks County, Pennsylvania, which included other information relating to Manfred DeRewal and Revere Chemical Transport Inc.

Finally, in the mid 1980's AETC provided a lab pack disposal service at Carpenter's Bridgeport, Connecticut facility and, during 1987 and 1988 AETC was used in arranging disposal of waste from Carpenter's Union, New Jersey facility. Manifest records document that these materials went to authorized hazardous waste disposal facilities and not the Boarhead Farms Site. Copies of documents relating to these contacts have not been enclosed.

Ms. Susanne Billings
July 12, 1988
Page 3

11. The company has no records or knowledge of any transaction or contact between Carpenter and Chemical Leaman Tank Lines Inc., Chem-Lin Company, Powers Truck Services, Inc., Marvin Jonas, Inc., Matlock Transportation Inc., or Bruce DeRewal.

Attached are copies of company records in response to EPA's request for documents relating to contacts between Carpenter and the companies and individuals identified in Mr. Smith's June 10, 1988 letter. Thirty-seven pages of documents are being submitted and they are numbered for the purpose of identification only. To the extent that these documents contained information believed not to be relevant to Manfred DeRewal, Revere Chemical Company, Environmental Chemical Control Company, DeRewal Chemical Company, Advanced Environmental Technology Corp (AETC), Envirotech Company, Modern Disposal, Chemical Leaman Tank Lines Inc., Chem-Lin Company, Powers Truck Services Inc., Marvin Jonas Inc., Matlock Transportation Inc., and Bruce DeRewal, that information has been deleted. Copies of the documents are presently in the custody of Carpenter's Law Department.

Carpenter had insurance coverage with a variety of carriers over the years. In light of the fact that Carpenter has no records or knowledge, nor reason to believe, that any waste materials generated, transported, treated, stored or disposed of by Carpenter were, or may have been, disposed at the Boarhead Farms Site, it is impossible for Carpenter to determine whether an insurance policy may have been in effect which may indemnify the company against any liability which Carpenter may have under CERCLA for the release of a hazardous substance that may have occurred at the Boarhead Farms Site.

Nothing contained herein shall be deemed in admission by Carpenter nor a waiver of any rights available to Carpenter.

In conclusion, I emphasize that Carpenter has no records or knowledge, nor reason to believe, that any hazardous substances generated, transported, stored or disposed of by Carpenter were, or may have been disposed of at the Boarhead Farms Site.

Very truly yours,

D. K. ROTHERMEL
Vice President,
General Counsel and Secretary

DKR/mtr5
P2.90/jab
Enclosure

06
DEREWAL CHEMICAL COMPANY, Inc.

P.O. BOX 58 - REVERE
BUCKS COUNTY, PA. 18953
TELEPHONE: 215 - 982-3477

November 14, 1972

Mr. Edward Strocka
Carpenter Technology
Reading,
Pennsylvania

Dear Mr. Strocka,

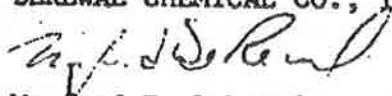
Regarding our recent telephone conversation, we are pleased to quote on the removal of your waste hydrochloric acid pickling solutions as follows:

Removal and disposal of waste hydrochloric acid pickling solution of 4000 gallon minimum quantities at \$.04/gallon.

Should this proposal be of interest to you we would be most happy to remove these solutions on a regular basis.

Yours truly,

DEREWAL CHEMICAL CO., INC.


Manfred T. DeRewal

MTD:kjb

P. O. BOX 111111
BUCKS COUNTY, PA
TELEPHONE 215-921-3477

November 14, 1972

~~Mr. Edward Strooka~~
STRAKA
Carpenter Technology
Reading,
Pennsylvania

Dear Mr. ~~Strooka~~,
STRAKA

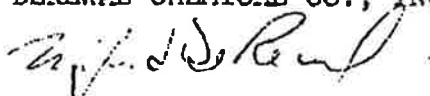
Regarding our recent telephone conversation, we are pleased to quote on the removal of your waste hydrochloric acid pickling solutions as follows:

Removal and disposal of waste hydrochloric acid pickling solution of 4000 gallon minimum quantities at \$.04/gallon.

Should this proposal be of interest to you we would be most happy to remove these solutions on a regular basis.

Yours truly,

DEREWAL CHEMICAL CO., INC.


Manfred T. DeRwal

MTD:kjb

(215) 982-5477
DeRenzel Co.

~~St.~~ Sylvan Chen.
P.O. Box 998
Englewood Cliffs
N.J.
Joseph Darwin

**SYLVAN
CHEMICAL
CORPORATION**

POST OFFICE BOX 998, ENGLEWOOD CLIFFS, NEW JERSEY 07632 USA.

November 17, 1972

Carpenter Technology Corporation
Reading,
Pennsylvania

Attention: Mr. Edward Straka

Gentlemen:

Mr. Fred DeRewal of DeRewal Chemical Company advised us that he may be offered the opportunity to acquire from you substantial quantities of HYDROCHLORIC PICKLING LIQUORS.

This material Mr. DeRewal will deliver to us.

The spent solution is processed and converted into Ferric Chloride.

The processing and conversion is not done in Pennsylvania. We have no operating unit in that state.

Very truly yours,

SYLVAN CHEMICAL CORPORATION


Joseph J. Darwin
Consultant

JJD/tms

CC: Fred DeRewal

DeREWAL CHEMICAL COMPANY, Inc.

P. O. BOX 56 • REVERE
BUCKS COUNTY, PA. 18953
TELEPHONE: 215 - 982-5477

November 27, 1972

Mr. Edward M. Straka
Carpenter Technology Corporation
Reading,
Pennsylvania 19603

Dear Mr. Straka,

I wish to submit for your consideration a few of the points we discussed during my visit to your office last Monday.

Any hydrochloric acid waste generated by Carpenter that is removed by our company will go to the Sylvan Chemical Corporation in Englewood Cliffs, New Jersey and will be used by Sylvan for the manufacture of ferric chloride. I have asked Mr. Joseph Darvin of Sylvan Chemical Corporation to send a letter to your attention and concur this use of your waste by his company.

The following two local companies have a similar stainless steel pickel liquor waste which we remove from them on a regular basis and we do not object to you calling these companies should you desire a reference concerning our service.

Mr. Wayne Slater, Ellwood Ivins Tube Co.,
Horsham, Penna.

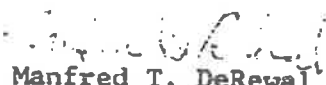
Mr. Jim Pierce, Techalloy, Rhans, Penna.

We would be happy to enter into an agreement with Carpenter to remove any amount of waste from one to seven truck loads a week, as our requirement is in excess of the amount generated by Carpenter.

Should our quote of \$.04/per gallon removal charge be of interest to your company, we would be happy to start removing this waste any time.

Yours truly,

DEREWAL CHEMICAL CO., INC.


Manfred T. DeRewal



CARPENTER
TECHNOLOGY CORPORATION
READING, PENNSYLVANIA


June 5, 1973

Mr. H. E. Frymoyer
Director of Purchasing

Re: DeRewal Chemical Co., Inc.

Attached are an original and two copies of the proposed agreement between Carpenter Technology Corporation and the captioned firm covering the removal of waste hydrochloric acid pickling solution. This agreement is similar to others we have used for this type of service.

Please note that pursuant to paragraph 8, DeRewal must supply insurance certificates in the amounts indicated, including Contractual Liability coverage, before it commences performance under the agreement.


D.K. ROTHERMEL
Secretary and
Resident Counsel

/rc

Attach.

THIS AGREEMENT entered into this 12th day of June, 1973, is between DEREWAL CHEMICAL CO., INC. ("DeRewal") and CARPENTER TECHNOLOGY CORPORATION ("Carpenter").

1. Acting as an independent contractor DeRewal agrees to remove and suitably dispose of waste hydrochloric acid pickling solution ("acid") from Carpenter's plant in Reading, Pennsylvania. Carpenter shall advise DeRewal, either verbally or in writing, when at least 4,000 gallons of acid are available for DeRewal's disposal and DeRewal agrees to remove and suitably dispose of said acid within two business days of such notice. The actual times of pick up shall be determined by DeRewal subject to Carpenter's prior approval.

2. For said services, Carpenter agrees to pay DeRewal \$.04 per gallon of acid removed. Acid shall be removed in tank trucks and each truck load shall consist of 4,000 gallons or more.

3. DeRewal shall acquire title to each load of acid as and when loaded into its tank truck at Carpenter's plant and thereafter DeRewal shall be completely responsible therefor in all respects. DeRewal shall assume full responsibility for the entire loading operation and shall perform same in a safe and efficient manner.

4. DeRewal shall indemnify and hold harmless Carpenter from and against all liability, damages, costs and expenses arising on account of any personal injury or death, or any property damage occurring as a result or in the course of DeRewal's operations under this agreement.

5. DeRewal shall restrict all persons, including without limitation its employees, agents and any other representatives, who, for reasons relating to the performance of this agreement, come onto Carpenter's property, to the areas where Carpenter's storage facilities

are located and to the roadways leading thereto and shall enforce compliance by said persons with rules and regulations established by Carpenter pertaining to entry and conduct at Carpenter's plant..

6. DeRewal shall procure and maintain all necessary permits, licenses and other approvals or consents required for its operations hereunder and shall conduct all such operations in accordance with any applicable federal, state and local laws, ordinances, rules and regulations now or hereafter in effect or imposed by any authority or authorities having jurisdiction and in such manner so as not to conflict with, hinder, or in any way inconvenience or interfere with Carpenter's plant operations, or in any way to create a public or private nuisance. DeRewal shall provide Carpenter at its request with certified copies of permits and licenses.

7. This Agreement shall be subject to termination at any time by either party upon thirty days advance written notice. Carpenter may terminate this Agreement at any time for cause.

8. DeRewal shall procure and maintain at its own expense the following minimum insurance including Contractual Liability coverage:

<u>Workmen's Compensation</u>	Statutory
<u>Public Liability</u>	
Bodily Injury	\$1,000,000 per person \$1,000,000 per accident
Property Damage	\$1,000,000 per accident
<u>Automobile Liability</u>	
Bodily Injury	\$1,000,000 per person \$1,000,000 per accident
Property Damage	\$1,000,000 per accident

DeRewal shall provide Carpenter with certificates of insurance, providing for ten days cancellation notice, prior to commencing performance under this contract. In the event that DeRewal employs subcontractors, it

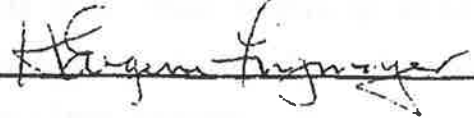
shall require certificates of insurance for the subcontractors and furnish copies thereof to Carpenter.

9. This Agreement shall bind and inure to the benefit of the successors and assigns of the respective parties hereto, but shall not be assigned by DeRewal without the prior written consent of Carpenter, except to a subsidiary or affiliate arising from a majority ownership. In the event of any such assignment by DeRewal, DeRewal shall continue to be responsible for performance hereunder. Any purported assignment by DeRewal except as provided above shall be void and of no effect.

10. This Agreement constitutes the entire understanding between the parties hereto, and there are no understandings, representations or warranties of any kind, express or implied, not expressly set forth herein.


CARPENTER TECHNOLOGY CORPORATION

BY



DEREWAL CHEMICAL CO., INC.

BY



Protective Insurance Co.

PHILADELPHIA OFFICE

BARCLAY BUILDING, CITY LINE AT BELMONT AVENUE

• BALA CYNWYD, PA. 19004 •

215 - MOHAWK 4-1852

June 8, 1973

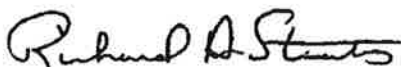
Carpentier Technology
Reading, Pa.

DeRwal Chemical Co Inc.,
Policy No Ac47178

Gentlemen,

This will confirm coverage bound for DeRwal Chemical Co., Inc.,
under Protective Insurance Company policy AC47178 for limits
of \$1,000,000. Combined Single Limits effective June 11, 1973.

Very truly yours,



Richard A. Staats

RECEIVED

JUN 12 1973

CHIPMAN & STEWART, INC.
HATBORO, PENNA.

RAS/evl

HOME OFFICE

3100 N. MERIDIAN STREET

INDIANAPOLIS, INDIANA

PURCHASE ORDER
CARPENTER TECHNOLOGY CORPORATION
 P.O. BOX 552, READING, PENNSYLVANIA 19603 (215) 372-4511

DeReval Chemical Co

P.O. Box 58

Revere, Pa. 13953

NO. 6006	DATE 1/17/74
----------	--------------

SHIP TO

CARPENTER TECHNOLOGY CORPORATION
 RECEIVING DEPARTMENT (7AM-2PM)
 1100 BLOCK SCHUYLKILL AVE., READING, PA.
 UNLESS OTHERWISE DIRECTED BELOW

PLEASE FURNISH THE FOLLOWING SUBJECT TO TERMS AND CONDITIONS ON THE REVERSE SIDE

ITEM	CHARGE NO.	QUANTITY	DESCRIPTION	PRICE
	293-315		To cover the hauling services required to remove waste pickling liquor from our Reading plant in accordance with the agreement dated June 12, 1973.	\$1.14 / gal
<div> <div>SHIP VIA</div> <div>YOUR TRUCK</div> </div> <div> <div>TO ARRIVE</div> </div> <div> <div>F.O.B.</div> </div> <div> <div>TERMS</div> <div>2% - 10</div> </div>				

PJ. 28B:06

ACKNOWLEDGE THIS ORDER PROMPTLY. INDICATE SPECIFIC SHIPPING DATE AND PRICES.

PACKING SLIP MUST ACCOMPANY ALL SHIPMENTS.

INVOICE IN DUPLICATE FOR EACH SHIPMENT.

DO NOT ADD PENNA. STATE SALES AND USE TAX. IF APPLICABLE, TAX WILL BE PAID BY CARPENTER TECHNOLOGY CORPORATION ON DIRECT PAY BASIS. OUR REG. NO. 118.

FOR FURTHER INFORMATION ON THIS ORDER - CONTACT THE BUYER.

CARPENTER TECHNOLOGY CORPORATION

INSURANCE CERTIFICATE MERCHANTS GROUP

6E761

(Check Proper Company)

☒ Merchants Mutual
Insurance Company

☐ New Hampshire Merchants
Insurance Company, Inc.

☐ Green Mountain
Insurance Company, Inc.

This is to certify that the following policies have been issued and are in force at this time.

Date 6-12-73

Name of Insured: DeRewal Chemical Co., Inc.

Address of Insured: P. O. Box 58, Revere, Penna. 18953

The numbers and expiration dates of such policies are listed below, covering in accordance with the terms thereof at the following locations: All States

Kind of Insurance	Policy Number	Expiration Date	LIMITS OF LIABILITY	
			Bodily Injury Liability	Property Damage Liability
(a) Workmen's Compensation Policy—	M-10082	9-15-73	None	None
The Workmen's Compensation policies cited above cover the obligations of the Insured for compensation imposed by the Workmen's Compensation Law (including all amendments and supplements thereto) of the following States, to wit:				
(b) Public Liability Policy— MANUFACTURERS' AND CONTRACTORS'			\$.....each person \$.....each accident \$.....aggregate	\$.....each accident \$.....aggregate
(c) Public Liability Policy— OWNERS, LANDLORDS AND TENANTS LIABILITY			\$.....each person \$.....each accident	\$.....each accident
(d) Public Liability Policy— OWNERS OR CONTRACTORS PROTECTIVE LIABILITY			\$.....each person \$.....each accident \$.....aggregate	\$.....each accident \$.....aggregate
(e) Public Liability Policy— CONTRACTUAL			\$.....each person \$.....each accident \$.....aggregate	\$.....each accident \$.....aggregate
(f) Public Liability Policy— PRODUCT			\$.....each person \$.....each accident \$.....aggregate	\$.....each accident \$.....aggregate
(g) Automobile Liability Policy— (1) OWNED VEHICLES			\$.....each person \$.....each accident	\$.....each accident
(2) HIRED VEHICLES			\$.....each person \$.....each accident	\$.....each accident
(3) NON-OWNERSHIP			\$.....each person \$.....each accident	\$.....each accident
(h) Comprehensive Liability Policy— (1) COMPREHENSIVE AUTOMOBILE			\$.....each person \$.....each accident \$.....aggregate	\$.....each accident \$.....aggregate
(2) COMPREHENSIVE GENERAL			\$.....each person \$.....each accident \$.....aggregate	\$.....each accident \$.....aggregate
			\$.....each person \$.....each accident \$.....aggregate	\$.....each accident \$.....aggregate

This Certificate
is issued at
the request of:

Name Carpentier Technology

Address Reading, Penna.

to whom we will give written notice of cancelation or any changes affecting this Certificate.

Chipman & Stewart, Inc.

By

Kussner B. Chipman¹²
Authorized Representative

PROTECTIVE INSURANCE COMPANY

This Certificate of Insurance neither affirmatively or negatively amends, extends or alters the coverage afforded by the undermentioned policy(s).

CERTIFICATE OF INSURANCE

This is to Certify to

Carpentier Technology
P.O. Box 662
Reading, Pa. 19603
Attention : Mr. Cheri

that the following described policy or policies have been issued to

Name and Address of Insured— DeRewal Chemical Co Inc.,
P.O. Box 58, Revere, Pa.

covering in accordance with the terms thereof, at the following location(s):

TYPE OF POLICY	X*	POLICY NUMBER	EXPIRATION DATE	LIMITS OF LIABILITY
(a) Standard Workmen's Compensation & Employers' Liability				\$ Statutory W. C. One Accident and Aggregate Disease
(b) General Liability				
Bodily Injury				\$ Each Person
Premises-Operations				\$ Each Accident
Elevators				\$ Aggregate-Products
Independent Contractors				\$ Each Accident
Products				\$ Aggregate-Prem. Oper.
Contractual				\$ Aggregate-Protective
Property Damage				\$ Aggregate-Products
Premises-Operations				\$ Aggregate-Contractual
Elevators				
Independent Contractors				
Products				
Contractual				
(c) Automobile Liability		AC 47178	6-11-74	
Bodily Injury	X			\$ 1,000,000.
Owned Automobiles	X			Combined Each Person
Hired Automobiles				\$ Single Each Accident
Non-owned Automobiles				\$ Limits Each Accident
Property Damage	X			
Owned Automobiles	X			
Hired Automobiles				
Non-owned Automobiles				

*Insurance afforded only for hazards indicated by X.

It is the intention of the company that in the event of cancelation of the policy or policies by the company, ten (10) days written notice of such cancelation will be given to you at the address stated above.

1. ORIGINAL

PROTECTIVE INSURANCE COMPANY

Richard A. Storto
Authorized Representative

13

INSURANCE CERTIFICATE MERCHANTS GROUP

68762

(Check Proper Company)

☒ Merchants Mutual Insurance Company

☐ New Hampshire Merchants Insurance Company, Inc.

☐ Green Mountain Insurance Company, Inc.

This is to certify that the following policies have been issued and are in force at this time.

Date June 29th 1973 19.....

Name of Insured: DeRewal Chemical Co. Inc.,
Box 58,

Address of Insured: Revere, Pa 18953

The numbers and expiration dates of such policies are listed below, covering in accordance with the terms thereof

at the following locations: All States

Kind of Insurance	Policy Number	Expiration Date	LIMITS OF LIABILITY	
			Bodily Injury Liability	Property Damage Liability
(a) Workmen's Compensation Policy—			None	None
The Workmen's Compensation policies cited above cover the obligations of the Insured for compensation imposed by the Workmen's Compensation Law (including all amendments and supplements thereto) of the following States, to wit:				
(b) Public Liability Policy— MANUFACTURERS' AND CONTRACTORS'	Incl.		\$.....each person \$.....each accident	\$.....each accident \$.....aggregate
(c) Public Liability Policy— OWNERS, LANDLORDS AND TENANTS LIABILITY			\$.....each person \$.....each accident	\$.....each accident
(d) Public Liability Policy— OWNERS OR CONTRACTORS PROTECTIVE LIABILITY			\$.....each person \$.....each accident	\$.....each accident \$.....aggregate
(e) Public Liability Policy— CONTRACTUAL	Incl.		\$.....each person \$.....each accident	\$.....each accident \$.....aggregate
(f) Public Liability Policy— PRODUCT			\$.....each person \$.....each accident \$.....aggregate	\$.....each accident \$.....aggregate
(g) Automobile Liability Policy— (1) OWNED VEHICLES			\$.....each person \$.....each accident	\$.....each accident
(2) HIRED VEHICLES			\$.....each person \$.....each accident	\$.....each accident
(3) NON-OWNERSHIP			\$.....each person \$.....each accident	\$.....each accident
(h) Comprehensive Liability Policy— (1) COMPREHENSIVE AUTOMOBILE			\$.....each person \$.....each accident	\$.....each accident
(2) COMPREHENSIVE GENERAL	GO-2546 6-11-73 to 6-11-74		\$1,000,000 each person \$1,000,000 each accident \$.....nil.....aggregate	\$1,000,000 each accident \$1,000,000 aggregate
			\$.....each person \$.....each accident \$.....aggregate	\$.....each accident \$.....aggregate

This Certificate is issued at the request of:

Name Carpenter Technology, Inc., Attn: Richard Cheri
Box 662,
Address Reading, Pa 19603

to whom we will give written notice of cancelation or any changes affecting this Certificate.
Chipman & Stewart, Inc., 299 West County Line Road, Hatboro, Pa 19040

By [Signature] 14
Authorized Representative

WASTE ACID REMOVAL
 JULY 1972 - JUNE 1973
 BASED ON ACCOUNTS PAYABLE DISTRIBUTION (293315)

MONTH	DEREMIAL GALLONS	COST
1972		
JULY		
AUGUST		
SEPT		
OCT		
NOV		
DEC		
1973		
JAN		
FEB		
MARCH		
APRIL		
MAY		
JUNE		
TOTAL	30450	\$ 1218
AVG. COST /	30450	\$ 1218.00

28B:06

WASTE ACID HAULERS

De REWAL CHEMICAL CO. - WILL HAUL HCL (MURIATIC) ONLY.
CALL 1-982-5477 ask for FRED De REWAL.
IF HE'S NOT THERE, GIVE MESSAGE TO GIRL
THAT ANSWERS. CALL AGAIN NUMBER UP TO 5 PM
AFTER 5 PM CALL FRED De REWAL'S HOME
NUMBER (1-795-2376).

Dick CHERI

DEBIT MEMORANDUM

FORM 3-64



September 18, 1973

M

DeRwal Chemical Co.
P. O. Box 58
Revere, Bucks County
Pennsylvania 18953

NO.

INV. REG. NO. _____

ACCT. NO. 293-315

WE DEBIT YOUR ACCOUNT AS FOLLOWS:

To cover miscellaneous costs incurred in the
unloading and clean up of leaking waste acid
tank truck at our waste treatment plant on
July 17, 1973.

P208 65

Substance
(Ref. 11111)

20011111
Env. Dept. Sec. No. 101301111

DETAIL RECORD FOR ANALYSIS OF WASTE DETERMINED FOR DISCHARGE TO SURFACE DRAINAGE OR FLOOD
(TO BE SIGNED BY SUPERVISOR RESPONSIBLE UNDER FACILITY)

WASTE DESCRIPTION:

Waste HCl tank "Tanker" - ReNewal

Waste Number

Chem. Co. 7/17/73

Charge No.

DATE	ITEM	SPECIFIC DESCRIPTION OF WASTE	WASTE QUANTITY		WASTE DATA	WASTE DATA	WASTE DATA	WASTE DATA
			WASTE	WASTE				
7/17/73	①	Soda Ash @ 4.50/lbs x 2000			1000			
7/17/73	②	Pipefitter labor					H. Bluff	24-200
7/17/73	③	Receiving Dept. labor					R. H. H. H.	24-200
7/17/73	④	Engineering Dept. technicians					D. H. H. H.	4-015
7/17/73	⑤	Reading Contractors labor					R. G. Elbert	4-200
							M. Miller	4-100
							Lyn Weaver	680
							Don Livingston	685
								3
								3

Waste 3/16/73

7/19/73

DeRenzo Chem. Co. had a tank "leaker" on waste HCl on 7/17/73. Most of the waste HCl was pumped back to the holding tank via the drain line connections at the top of the hill.

The following charges are estimated:

2 bags	soda ash	@ \$4.50	\$ 9.00
10 man-hours (2x5)	pipefitters	@ \$8.90	\$89.00
4 m-h (2x2)	laborers	@ \$3.625	\$14.50
1 m-h	Receiving Dept.	@ \$8.50?	\$ 8.50
9 m-h	Engineering technicians	@ \$8.50?	\$ 76.50
			<u>\$197.50</u>

24-304

24-314

4-45

4-45

4-45

Please advise me whether an F-# is required.
Purchasing to prepare F-#. Accounting to apply \$/hr rates
and overhead, etc.

W. Dinkel

RC RC

CERTech **CARPENTER TECHNOLOGY CORPORATION**
P.O. BOX 662, READING, PENNSYLVANIA 19603 (215) 372-4511

DeReval Chemical Co.
P.O. Box 58
Revere, Penna. 18953

PURCHASE ORDER <input type="checkbox"/>	CONFIRMING ORDER <input type="checkbox"/>	BLANKET ORDER <input checked="" type="checkbox"/>	CHANGE ORDER <input type="checkbox"/>
No. <u>228</u>		Date <u>12/20/73</u>	

ITEM	CHARGE NO.	QUANTITY	DESCRIPTION	PRICE
	293-315		<p>To provide the hauling services for calendar year 1974 required to remove waste pickling liquor from our REading plant in accordance with the agreement dated June 12, 1973.</p> <p>This order replaces P.O. 6306 dated 6/12/73.</p>	<p>\$.04/gal.</p> <p><i>\$.05/gal</i></p> <p><i>3/1/74</i></p>

SHIP VIA

TO ARRIVE

F.O.B.

TERMS

Your Truck

24-10

ITEMS	INV. DATE	AMOUNT	MATL. RECD.	CARRIER	WAYBILL NO.	DATE	CAR NO.	TRANSP. COST	PPD. COL.
<i>see attached</i>									

CARPENTER TECHNOLOGY CORPORATION - READING, PA.

Form 5-33-F

PURCHASING FILE COPY

21

7/13/73

Waste HCl Tank Truck Leaker - De Paul
Chem. Co. 7/17/73

Soda Ash	2 bgs		900
Pipefitter Labor + Overhead	10 hrs		9859
Receiving Labor + Overhead	1.0 hr		800
Engineering Dept. Technicians	9.0 hrs		7128
Redding Contracting Labor	6.0 hrs		2170
Total due			20865

R. Cheri v
J. I. Adams

DEREWAL CHEMICAL Co.

80. # 228

INV.	COVERAGE	AMOUNT	GALS				
DATE	PERIOD						
1							
2	1/20/74 - 1/1/74 thru 1/15/74	1162.00	27.050				
3	2/5/74 - 1/15/74 " 1/30/74	830.00	20.750				
4	2/15/74 2/1/74 " 2/15/74	3818.00	95.450				
5	2/28/74 2/16/74 " 2/28/74	3818.00	95.450				
6	3/13/74 3/1/74 " 3/15/74	4150.00	88.000				
7	3/31/74 3/16/74 " 3/31/74	3942.50	78.550				
8	4/15/74 4/1/74 " 4/15/74	5187.50	103.750				
9	4/30/74 4/16/74 " 4/30/74	5140.00	102.800				
10	5/3/74 5/1/74 " 5/30/74	4725.00	94.500				
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23

DEREWAL CHEMICAL CO.
WASTE ACID REMOVAL

MONTH	GALLONS (04.05)	TOTAL COST	MONTH REPORTED ON RESPONSIBILITY SHEET	
1973				
6/13	4350			
"	"			
6/14	"	\$ 1218	June	
"	"			
6/15	"			
6/16 - 6/30	113,400	4536	July	
7/1 - 7/15	52,700	3606	J.	
7/16 - 7/31	52,700	3606	Aug.	
8/1 - 8/31	52,700	3606	Sept.	
8/1 - 8/31	100,050	4002	Sept.	
8/1 - 8/31	105,300	4033	Oct.	
8/1 - 8/31	96,330	3843.03	Oct.	
10/16 - 10/31	91,565	3662.62	Nov.	
11/1 - 11/15	41,500	1660.00	Nov.	
11/16 - 11/30	53,050	2158.00	Dec.	
12/1 - 12/14	52,100	2324.00	Jan.	
12/15 - 12/31	54,958	2138.32	Jan.	clean-up costs of Derwal - \$218
1/1/74 - 1/15	29,050	1162.00	Jan.	
1/24 - 1/23	20,720	850.00	Feb.	
2/1 - 2/15	95,450	3818.00	Feb.	
2/16 - 2/28	95,450	3818.00	Mar.	
3/1 - 3/15	83,000	4150.00	Mar.	Price increased to .05/gal.
3/16 - 3/31	78,850	3942.50	Apr.	
4/1 - 4/15	102,750	5187.50	Apr.	
4/16 - 4/30	101,800	5140.00	May.	
5/1 - 5/15	54,500	4725.00		

PROTECTIVE INSURANCE COMPANY

This Certificate of Insurance neither affirmatively or negatively amends, extends or alters the coverage afforded by the undermentioned policy(s).

CERTIFICATE OF INSURANCE

This is to Certify to

Carpentier Technology
P.O. Box 662
Reading, Pa. 19603 Dick
Attention Mr. ~~OSBORN~~ (Sheri)

that the following described policy or policies have been issued to

Name and Address DeRwal Chemical Co., Inc.
of Insured— P.O. Box 58, Revere, Pa.

covering in accordance with the terms thereof, at the following location(s):

RECEIVED

JUN 17 1974

CHIPPEN & STANLEY, INC.
HARBOR, PENNA.

TYPE OF POLICY	X*	POLICY NUMBER	EXPIRATION DATE	LIMITS OF LIABILITY
(a) Standard Workmen's Compensation & Employers' Liability				\$ Statutory W. C. One Accident and Aggregate Disease
(b) General Liability				
Bodily Injury				\$ Each Person
Premises-Operations				\$ Each Accident
Elevators				\$ Aggregate-Products
Independent Contractors				\$
Products				\$
Contractual				\$
Property Damage				\$
Premises-Operations				\$ Each Accident
Elevators				\$ Aggregate-Prem. Oper.
Independent Contractors				\$ Aggregate-Protective
Products				\$ Aggregate-Products
Contractual				\$ Aggregate-Contractual
(c) Automobile Liability				
Bodily Injury	X			\$1,000,000.
Owned Automobiles	X	AC48698	6/11/75	\$ Combined Each Person
Hired Automobiles				\$ Single Each Accident
Non-owned Automobiles				\$ Limits Each Accident
Property Damage	X			
Owned Automobiles	X			
Hired Automobiles				
Non-owned Automobiles				

*Insurance afforded only for hazards indicated by X.

It is the intention of the company that in the event of cancellation of the policy or policies by the company, ten (10) days written notice of such cancellation will be given to you at the address stated above.

PROTECTIVE INSURANCE COMPANY

Richard D. Stone

Authorized Representative

1 ORIGINAL

Ref. 10:39B (Acids)

October 8, 1974

MEMORANDUM

WASTE ACID DISPOSAL COSTS

Average unit cost for disposal of waste acids has increased from 6.16¢/gal. in the first half of fiscal 1974 to 8.42¢/gal. in the first quarter of 1975 (36-1/2% increase). The average unit cost for all of fiscal 1974 was only 6.55¢/gal. indicating that the effect of recent rate changes instituted by the remaining haulers impacted late in fiscal 1974 but full effects will be felt in 1975.

In June of 1973 we had four removal services:

Jan. 1973 @ 7.4¢; May 1974 @ 8.5¢;
Oct. 1974 @ 9.5¢

Jan. 1973 to June 1974 @ 6.0¢ (HCl only)

Jan. 1973 to Mar. 1974 @ 7.0¢ (mostly H₂SO₄)

* DeRewal : June 1973 @ 4.0¢; Mar. 1974 to May 1974 @ 5.0¢

* and DeRewal have all discontinued service
and we are presently dependent on two haulers and one "disposal"
site.

In February 1974, during the trucking strike we utilized
for limited service at 22¢/gal. (HCl).

was used on one occasion for emergency removal
at 12¢/gal.

Memorandum
Waste Acid Disposal Costs

page 2
10/8/74

had provided service from April 1974 to June at 6¢/gal. and from mid-June to September at 8¢/gal. Because of multiple internal problems, they have discontinued service. It is understood by Purchasing that their facility operation (which involves treatment and barged disposal at sea) is being reorganized by [redacted] and may eventually become available to CarTech again on a firmer basis.

Additionally, [redacted] (the ultimate delivery site of [redacted] haulage and the servicer for our Union Plant) has been recently making direct pickups on an interim basis from our Reading Plant. This corporation utilizes waste acids and alkaline wastes to manufacture metallic salts. Disposal via this outlet is expected to be at approximately 8.0¢/gal.

Our present main removal service is via [redacted] whose price is expected to rise to 9.5¢/gal. on October 15 (a rate 45.0% over the average rate for fiscal 1974).

CarTech continues to be in a highly vulnerable position both on price and disposal service but prospects for development of reliable outlets for our acids seem fairly good and are being pursued by Purchasing.

J. I. Adams

J. I. ADAMS/eb

WASTE ACID REMOVAL COST

MONTH	DEROVAL GALLONS	COST
JAN.	143,350	\$ 5,154.00
FEB.	188,100	7,524.00
MARCH	55,700	2,228.00
APRIL	21,050	838.00
MAY	188,100	7,524.00
JUNE	55,700	2,228.00
JULY	188,100	7,524.00
AUGUST	55,700	2,228.00
SEPT.	188,100	7,524.00
OCT.	55,700	2,228.00
NOV.	188,100	7,524.00
DEC.	55,700	2,228.00
TOTAL 1973	1,031,272	\$ 41,120.50
AVG/MONTH		
1974		
JAN.	49,100	\$ 1,964.00
FEB.	150,500	6,020.00
MARCH	161,850	6,474.00
APRIL	272,550	10,902.00
MAY		
JUNE		
JULY		
AUGUST		
SEPT.		
OCT.		
NOV.		
DEC.		
TOTAL 1974		

2/3/77

Jim,

Attached is a quote from DeBewol Chemical for Ferrous Chloride and analysis report LR-89613 for sample of this material. DeBewol's price is significantly lower than our present supplier, Serv-Tech (Tom Roginski) and he claims the material is coming from the same source which is National Rolling Mills. I believe, however, that Serv-Tech also has another source.

DeBewol quoted \$200 per load which I calculate to be about \$0.45/CWT. Serv-Tech is charging \$1.82/CWT. In general, the difference amounts to about \$500 per load less at DeBewol's price. We are currently getting one load every 5 days.

Based on the potential savings, should we have DeBewol bring in a trial load for evaluation?
You comment and/or question please.

Dick Chen

ANALYSIS REQUEST - WATER

Project No.: Reger PMC Requested By: DEMann LR 89613
 Charge No.: 12D Copies to: RCheri, CPolinko, DMann, J. HENNINGER.
 No. of Samples: 1 qt. Identifications: DeReval Chem. Co. Ferrous Chloride
 Date Submitted: 1/7/77 Date Reported: 1/25/77

Comments: Alternate source of ferrous chloride $FeCl_2$ for C^{+6} treatment.

Add or subtract any analyses you deem appropriate to check whether
it can be used or not. Your schedule. T=total S=soluble

COMPONENTS OR CHARACTERISTICS DESIRED

	(X)	w/o		(X)		(X)	
Mn			As		Undissolved Solids	X	35.9 ppm
SiO ₂			Cd		Dissolved Solids		
Cr ^{VI}			Hg		Total Solids		
Cr ^{III}	X	.005	Mo		Volatile Solids		
Ni	X	<.001			P Alk. (as CaCO ₃)		
Cu	X	.002			M Alk. (as CaCO ₃)		
Al					Acidity (as CaCO ₃)		
Fe	X	17.31	Cl ⁻		Hardness (as CaCO ₃)		
Ca			CN ⁻		Specific Resistance		
Mg			F ⁻	X	<.001 w/o		Turbidity
Zn	X	<.001	SO ₄ ⁼				Color
Na			PO ₄ ⁼				Extractables
K			PO ₄ ⁼ as P				Dissolved Oxygen
Pb	X	<.001	NO ₃ ⁻		% wt FeCl ₂	X	39.39 w/o
Co			pH	X	<1.	X	Specific Gravity
V			COD		% wt HCl	X	11.25 w/o
Ti			BOD-5				
Sn			BOD-20				

1-25-77

Form No. 2-165

30

DeREWAL CHEMICAL COMPANY, Inc.

P. O. BOX 511 • REVERE
BUCKS COUNTY, PA. 18953
TELEPHONE: 215 - 982-5477

December 1, 1976

Dick Cheri
Carpenter Technology
P.O. Box 662
Reading, Pa. 19603

Dear Dick,

Please forgive my apparent tardiness in quoting our price for Ferrous Chloride as I had promised during my visit several months ago.

We are pleased to quote as follows.

Ferrous Chloride 30% solution in 4,000 gallon quantities at \$200.00 per truck load.

This material is the same as you are currently using and is manufactured by National Rolling Mills, Inc. We hope this quote is of interest to you and would appreciate the opportunity of doing business with your company.

Yours truly,



Manfred DeRewal

MTD:lc

$$\frac{1521}{8.345 \#}$$

$$\frac{e}{1.0}$$

$$\frac{L_{ss}}{}$$

$$C_{L_{ss}} \times 8.345 = \frac{\#}{gal}$$

$$1.3373 \times 8.345 = 11.16 \# / gal$$

$$1.16 \# \times 100 = 44,630 \#$$

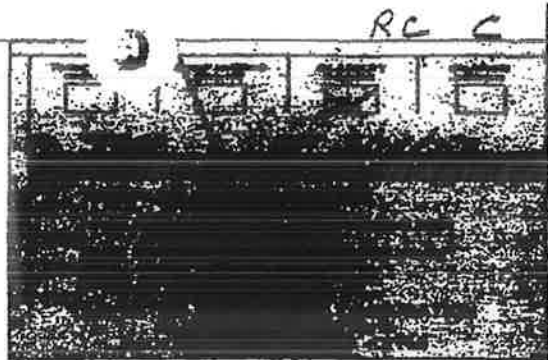
Cartech CARPENTER TECHNOLOGY CORPORATION
P.O. BOX 562, READING, PENNSYLVANIA 19603 (215) 372-4511

DEREWAL CHEMICAL CO., INC.

P.O. Box 58

REVERE, PA. 18953

CO. J Ad 6003



ITEM	CHARGE NO.	QUANTITY	DESCRIPTION	PRICE
	558-125		<p>TO COVER OUR PARTIAL REQUIREMENTS OF FERROUS CHLORIDE 30% SOLUTION FOR BALANCE OF CALENDAR YEAR 1977.</p> <p>RELEASE WILL BE VERBAL AS REQUIRED AND EACH RELEASE WILL HAVE A SEQUENTIAL SUFFIX NUMBER.</p> <p>SUBMIT SEPARATE INVOICES FOR EACH SHIPMENT AND SHOW COMPLETE ORDER NUMBER ON THE INVOICE</p>	

\$300.00 / TRUCK LOAD

SHIP VIA		TO ARRIVE		F.O.B.		TERMS				
TANK TRUCK		AS REQUESTED		DELIVERED		20/10 DAYS				
ITEMS	INV. DATE	AMOUNT		MATL. RECD.	CARRIER	WAYBILL NO.	DATE	CAR NO.	TRANSP. COST	DD. COL.

De Ruwa Chem-Co.

8200th T/L

559-125

Ferrous Chloride

25/10/40

P.O. #	1		2		3			
	Bill Date	Worked Date	Inv. Date	Inv. Amt	Bill Date	Bill Amt		
1	3/14	2/10			3/18			1
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Seelan

RECEIVING REPORT

MATERIAL FOR THIS ORDER HAS BEEN RECEIVED
PLEASE ARRANGE FOR PROMPT REMOVAL

REQUISITIONER - - - CHECK MATERIAL AGAINST
RECEIVING REPORTS. IF SATISFACTORY, SIGN BELOW
(*) AND RETURN TO RECEIVING.

Renewal Chem Co

DC C

PURCHASE ORDER	CONFIRMING ORDER	BLANKET ORDER	CHANGE ORDER
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

No. *364* Date _____

SHOW THIS NUMBER AND DATE ON ALL DOCUMENTS AND CONTAINERS

THIS MATERIAL RECEIVED FROM (OTHER THAN ADDRESSEE)

ITEM	CHARGE NO.	QUANTITY	DESCRIPTION	PRICE
		1	<i>Tiwof Ferrous chloride</i>	
<p>RECEIVING REPORT</p> <p>CARTECH</p> <p>MAR 23 1977</p> <p>READING, PA.</p> <p><i>BW</i></p>				

SHIP VIA

TO ARRIVE

F.O.B.

TERMS

DATE RECD. *3/18/77* VIA *T. K. Del* WAYBILL NO. _____ DATED _____

FOR RECEIVING

<input type="checkbox"/> CARTONS	<input type="checkbox"/> BOXES	<input checked="" type="checkbox"/> <i>Tiwo</i>	TRANSP. CHGS. _____	CAR NO. _____
<input type="checkbox"/> PACKAGES	<input type="checkbox"/> DRUMS	<input type="checkbox"/>	COLLECT _____	WEIGHT _____
<input checked="" type="checkbox"/> PARTIAL	<input type="checkbox"/> COMPLETE	<input type="checkbox"/>	PREPAID _____	RECD. CLK. <i>3/23/77</i>

B-48 48 A

EXCEPTIONS AND REMARKS

MATERIALS INDICATED ABOVE WERE RECEIVED AND CHECKED *

CARPENTER TECHNOLOGY CORPORATION - READING, PA.

Richard J. Stophane *3/23/77*

SIGNED FOR REQUISITIONER

SIGN AND RETURN WITHIN 24 HOURS TO REC. DEPT. "D" ORIGINAL RECEIVING REPORT

RECEIVING REPORT • SIGN AND RETURN WITHIN 24 HOURS TO REC. DEPT. "D" • SIGN AND RETURN WITHIN 24 HOURS TO REC. DEPT. "D"

PURCHASE ORDER
CARTECH CARPENTER
 TECHNOLOGY CORPORATION
 P.O. BOX 562, READING, PENNSYLVANIA 19603 (215) 372-4511

DEREWAL CHEMICAL CO., INC.
 P.O. Box 58
 REVERE, PA. 18953

PURCHASE ORDER	CONFIRMATION	SHIPPING ORDER	CHANGE ORDER
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATE: 3/11/77
 BY: [Signature]
 FOR: [Signature]

ITEM	CHARGE NO.	QUANTITY	DESCRIPTION	PRICE
	558-125	1 TRUCK LOAD (APPROX. 4000 GALS.)	FERROUS CHLORIDE 30% SOLUTION (FOR TRIAL PURPOSES) PRICE, DELIVERY AND DESCRIPTION OF MATERIAL PER YOUR QUOTATION DATED 12/1/76. "CONFIRMING"	\$200. ⁰⁰

SHIP VIA

TO ARRIVE

F.O.B.

TERMS

YOUR DELIVERY

3/18/77

DELIVERED

2% 10 DAYS

ITEMS	INV. DATE	AMOUNT	MATL. RECD.	CARRIER	WAYBILL NO.	DATE	CAR NO.	TRANS. COST	PPD. COLL.
C	3/11	200 ⁰⁰	3/9	TD					

CARPENTER TECHNOLOGY CORPORATION - READING, PA.

Form 5-33-1

PURCHASING FILE COPY 1 36

INVOICE

No. 1379

DeRowal Chemical Co., Inc.

P. O. BOX 62

REVERE, ELKS COUNTY, PENNSYLVANIA 16822

Carpenter Technology Corporation
P.O. Box 662
Reading, Penna. 19603

INVOICE DATE

3/11/77

OUR ORDER NO.

YOUR ORDER NO.

7 1264

TERMS

P.O.S.

1% 10 net 30

SALESMAN

SHIPPED VIA

SHIPPED TO

P.O. OR COLL.

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	Truck load Ferrous Chloride		\$ 200.00

FROM CRB LAW OFFICES
BOOTH & TUCKER, LLP
ONE PENN CENTER AT SUBURBAN STATION
1617 JFK BOULEVARD, SUITE 1700
PHILADELPHIA, PA 19103

TO HAND DELIVERY
Joan Martin-Banks
Civil Investigator
United States Environmental Protection
Agency
1650 Arch Street
Philadelphia, PA 19103-2029

